

1 Thomas C Souran
2 Pro-Se
3 1500 11th Ave, #46
4 Union Grove, WI. 53182
5 972-551-9964
6 tcs@exchequergroup.com

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED

2019 OCT -2 P 2:05

STEPHEN C. DRIES
CLERK

UNITED STATES FEDERAL COURT

EASTERN DIVISION

7 **THOMAS C SOURAN,**

8 Plaintiff,

9 vs.

10 **AMATO FORD, INC., (A**
11 **CORPORATION),**

12 **JAMMIE LUBAR (AN INDIVIDUAL)**

13 Defendant

Case No.:

19-C-1444

VIOLATION FLSA

FRAUDULANT MISREPRESENTATION

JURY TRIAL DEMANDED

14
15 Now comes Plaintiff Thomas Souran, ("Souran") for his complaint against Amato
16 Auto Group, Inc., ("AF") and Jammie Lubar ("Lubar") and alleges as follows:

17 **PARTIES**

18 1. Thomas C Souran can be served at 1500 11th Ave, #46, Union Grove,
19 Wisconsin 53182.

20 2. Amato Auto operates a Ford Dealership at 1015 Main St, Mukwonago, WI
21 53149 with a registered Agent Philip J Remmers, 1801 E Racine Avenue, Ste 200, P.O. Box 558,
22 Waukesha, WI 5187.

23 **JURISDICTION**

24 3 Souran is a resident of Wisconsin.

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28 VIOLATION FLSA FRAUDULANT MISREPRESENTATION JURY TRIAL DEMANDED - 1

1 4. Amato Ford is Business and incorporated in Wisconsin, with its principal place
2 of business in Wisconsin, making it a citizen of Wisconsin pursuant to 28 U.S.C. § 1332(c)(1)

3 5. Lubar works as General Manager for Amato Ford in Wisconsin.

4
5 6. Substantial activities occurred within Wisconsin, that committed tortious acts
6 and/or omissions, frauds occurred in Wisconsin, and entered into promises to perform services in
7 Wisconsin. Therefore, this court has personal jurisdiction over this defendant pursuant to Wisc.
8 Stat. 801.05, subparagraphs (1)(c), (1)(d), (3), and (5).

9 7. The federal statute, 28 U.S.C. § 1331, the law that gives federal courts the
10 power to decide cases involving the violation of federal law.
11

12 VENUE

13
14 8. The Plaintiff suffered great harm in this district when he was not paid for the
15 work he did and a substantial part of the events or omissions giving rise to the claims set forth in
16 this complaint occurred in this district. Therefore, this Court has venue pursuant to 28 U.S.C.
17 §1391(b)(2).
18

19 VIOLATION OF FEDERAL LABOR STANDARDS ACT ("FLSA")

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21 9. The FLSA requires that "[e]very employer shall pay to each of his employees
22 who in any workweek is engaged in commerce...not less than—\$7.25 an hour." 29 U.S.C. §
23 206(a)(1)(C).
24

25 "The federal minimum wage of \$7.25 per hour went into effect on July 24, 2009
26 and has not been increased since. Accordingly, it was the relevant wage rate for the entire
27 period of Souran's claims."
28

VIOLATION FLSA FRAUDULANT MISREPRESENTATION JURY TRIAL DEMANDED - 2

1 10.. Defendants not paying Souran any money for days he worked violates the
2 Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (1964), *as amended* (Supp. V. 1969)
3 (hereinafter cited: F.L.S.A.
4

5 **NATURE OF ACTION**

6 11.. Souran applied for employment with the Defendants in September 2019.

7 12.. Souran interviewed with Lubar on or about September 10, 2019. During the
8 interview Lubar offered Souran the position of working in the telemarketing department at the
9 Amato Ford Dealership.
10

11 13.. Souran accepted the position at eleven (11) dollars and hour plus incentives.
12 Lubar assured Souran that he could make in excess of Four (4) Thousand Dollars a month.

13 14.. Souran began employment September 16, 2019. Souran turned down
14 another Automotive Sales position with a guaranteed income plus commission to accept the
15 position with Amato Ford, Inc.
16

17 15.. Souran realized after three days that there was very little activity and he
18 would never realize the income level that Lubar promised.

19 16.. Souran reigned, that afternoon Lubar called Souran on his cell and
20 guaranteed Souran an income of Four (4) Thousand Dollars a month.

21 17.. Souran went back to work for the Defendants as a regular W-4 employee.
22 Souran's responsibility was solely to answer the internet inquiries and attempt to bring those
23 people into the dealership and then hand it off to one of the four (4) salespeople. Souran's
24 income was the guarantee of the Four (4) thousand dollars.
25

26 18. Lubar told Souran that he was going to sell cars and not work the
27 telemarketing (internet) any longer.
28

VIOLATION FLSAFRAUDULANT MISREPRESENTATIONJURY TRIAL DEMANDED - 3

1 19. On Wednesday September 25, 2019 Souran texted Luba and asked Luba if he
2 was going to be on straight commission. Lubar confirmed that he was.

3 20. Souran resigned after that.

4 21. Lubar then sent a text stating that Lubar offered Souran "A draw versus
5 commission", which is a lie. Lubar went on with the text that Souran "needed to trust him until
6 the end of the month because he had much bigger plans that Souran had just needed to trust
7 him." This is all a lie.

8 22. Defendants have a pay cycle biweekly. Souran started at the beginning of the
9 pay week. Souran filled out all the necessary employee paperwork.
10

11 23. The pay cycle ended on September 20, 2019 and pay date for that pay cycle
12 was September 27, 2019. Souran should have been paid for seven (7) days and Souran never
13 received a payment.
14

15 24. As of the day of this filing Souran is owed one week plus two (2) days or
16 Twelve (12) Hundred Dollars plus additional costs because Souran was not paid.
17

18 25. On September 26, 2019 Lubar texted Souran and stated the reason that
19 Souran did not get paid was because he was between pay role periods. This again is a lie by
20 Lubar.

21 26. Souran is seeking punitive damages under the Fair Labor Standards Act, 29
22 U.S.C. § 201 et seq. (1964), *as amended* (Supp. V. 1969) (hereinafter cited: F.L.S.A. §). Souran
23 states he was not paid any monies for the time worked as required by this federal statute.
24

25 27. The Defendant's failure to pay Souran have put a very difficult and stressful
26 situation on Souran as well as additional financial strain and costs on Souran.
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28 VIOLATION FLSAFRAUDULANT MISREPRESENTATIONJURY TRIAL DEMANDED - 4

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28. Souran restates and incorporates paragraphs 1 through 27 as originally pled.

29. Souran meeting with Lubar, a representative of Amato Ford, for a sales position then being offered a telemarketing position with a guarantee minimum.

31. Souran was entitled to be paid and Lubar and Amato Ford never paid Souran constitutes Fraudulent Misrepresentation.

BREACH OF CONTRACT

33. When Lubar told Souran first he would be paid eleven (11) dollars and hour
ntly verbally establishing a contract with Souran that he was guaranteed Four (4)
ars a month. When Lubar and Amato Ford never paid Souran they Breached their
t.

Accordingly, Plaintiff request a judgement against the Defendants and in favor pf the Plaintiff for.

- A. Actual damages to be proven at trial of all actual damages, and;
- B. Consequential damages;

VIOLATION FLSAFRAUDULANT MISREPRESENTATIONJURY TRIAL DEMANDED - 5

1 C. All costs of investigation and litigation, including attorney's fees and costs and
2 the value of the time spent by Souran litigating this matter, pursuant to Wis. Stat. § 895.446;

3 D. Exemplary damages in the amount of three times Souran's actual damages,
4 pursuant to Wis. Stat. § 895.446; and
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6 E. Such further relief as the Court deems just and reasonable.

7 **JURY DEMAND**

8 Plaintiff hereby requests a trial by jury
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10 Dated this 01 day of October 2019.
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14 Thomas C. Souran
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